

NEW APPLICATION



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AZ CORP COMMISSION

DOCUMENT CONTROL

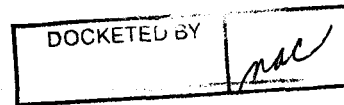
October 7, 2002

Via Overnight Delivery

Docket Control Center
Arizona Corporation Commission
Utilities Division
1200 W. Washington St.
Phoenix, Arizona 85007

Arizona Corporation Commission
DOCKETED

OCT 08 2002



RE: Network US, Inc. d/b/a CA Affinity

T-04013A-02-0949

Dear Sirs:

Enclosed herewith for filing please an original and ten (10) copies of the Application and Petition for a Certificate of Public Convenience and Necessity To Provide Competitive Intrastate Telecommunications Services as a Reseller, submitted by Network US, Inc. d/b/a CA Affinity.

Please acknowledge receipt of this filing by date stamping and returning the additional copy of this cover letter in the self-addressed envelope provided.

If you should have any questions regarding this filing, please do not hesitate to call.

Sincerely,

Monica Borne Haab

Enclosures

ARIZONA CORPORATION COMMISSION

**Application and Petition for Certificate of Convenience and Necessity to Provide
Intrastate Telecommunications Services**

Mail original plus 10 copies of completed application to:

For Docket Control Only:
(Please Stamp Here)

Docket Control Center
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007-2927

T-04013A-02-0949

Please indicate if you have current applications pending
in Arizona as an Interexchange reseller, AOS provider,
or as the provider of other telecommunication services.

Type of Service: Resold Long Distance Telecommunications Services

Docket No.: T-04013A-01-0317 Date: _____ Date Docketed: _____

Type of Service: _____

Docket No.: _____ Date: _____ Date Docketed: _____

A. COMPANY AND TELECOMMUNICATION SERVICE INFORMATION

(A-1) Please indicate the type of telecommunications services that you want to provide in Arizona and answer the appropriate numbered items:

☒

Resold Long Distance Telecommunications Services (Answer Sections A, B, C).

☐

Resold Local Exchange Telecommunications Services (Answer Sections A, B, C).

☐

Facilities-Based Long Distance Telecommunications Services (Answer Sections A, B, D).

☐

Facilities-Based Local Exchange Telecommunications Services (Answer Sections A, B, D, E)

(A-2) The name, address, telephone number (including area code), facsimile number (including area code), e-mail address, and World Wide Web address (if one is available for consumer access) of the Applicant:

Network US, Inc.
W229 N1433 Westwood Dr.
Suite 205
Ph. (262) 513-3158
Fx. (262) 798-3888

(A-3) The d/b/a ("Doing Business As") name if the Applicant is doing business under a name different from that listed in Item (A-2):

CA Affinity

(A-4) The name, address, telephone number (including area code), facsimile number (including area code), and E-mail address of the Applicant's Management Contact:

Ann Shah, Regulatory Contact
W229 N1433 Westwood Dr.
Suite 205
Waukesha, WI 53186
Ph. (262) 513-3158
E-Mail: ann@affinityselect.com

(A-5) The name, address, telephone number (including area code), facsimile number (including area code), and E-mail address of the Applicant's Attorney and/or Consultant:

Monica Borne Haab
Nowalsky, Bronston & Gothard
3500 N. Causeway Blvd., Suite 1442
Metairie, LA 70005
Ph. (504) 832-1984
Fx. (504) 831-0892
E-Mail: mhaab@nbgalw.com

(A-6) The name, address, telephone number (including area code), facsimile number (including area code), E-mail address of the Applicant's Complaint Contact Person:

Ann Shah, Regulatory Contact
W229 N1433 Westwood Dr.
Suite 205
Waukesha, WI 53186
Ph. (262) 513-3158
E-Mail: ann@affinityselect.com

(A-7) What type of legal entity is the Applicant?

- ☐ Sole proprietorship
- ☐ Partnership: _____ Limited, _____ General, _____ Arizona, _____ Foreign
- ☐ Limited Liability Company: _____ Arizona, _____ Foreign
- ☒ Corporation: _____ "S", _____ "C", _____ Non-profit, _____ Arizona, X Foreign
- ☐ Other, specify: _____

(A-8) Please include "Attachment A":

Attachment "A" must include the following information:

1. A copy of the Applicant's Certificate of Good Standing as a domestic or foreign corporation, LLC, or other entity in the State of Arizona.
2. A list of the names of all owners, partners, limited liability company managers (or if a member managed LLC, all members), or corporation officers and directors (specify).
3. Indicate percentages of ownership.

(A-9) Include your Tariff as "Attachment B".

Your Tariff must include the following information:

1. Proposed Rates and Charges for each service offered (reference by Tariff page number). **Current Price List**
2. Tariff Maximum Rate and Prices to be Charged (reference by Tariff page number). **Tariff pages 22-23.**
3. Terms and Conditions Applicable to provision of Service (reference by Tariff page number). **Tariff pages 9-16.**
4. Deposits, Advances, and/or Prepayments Applicable to provision of Service (reference by Tariff page number). **Tariff page 13.**
5. The proposed fee that will be charged for returned checks (reference by Tariff page number). **Tariff page 14 and Current Price List.**

(A-10) Indicate the geographic market to be served:

☒

Statewide. (Applicant adopts statewide map of Arizona provided with this application).

☐

Other. Describe and provide a detailed map depicting the area.

(A-11) Indicate if the Applicant has been or if the Applicant is currently involved in any formal or informal complaint proceedings pending before any State or federal Regulatory Commission:

☐

Yes

☒

No

If "Yes", please provide the following information:

1. States in which the Applicant has been or is involved in proceedings.
2. Detailed explanations of the Substance of the Complaints.
3. Commission Orders that resolved any and all Complaints.
4. Actions taken by the Applicant to remedy and/or prevent the Complaints from re-occurring.

(A-12) Indicate if the Applicant has been or is currently involved in any civil or criminal investigations AND/OR had judgment entered against it in any civil matter or been convicted of any criminal acts related to the delivery of telecommunications services within the last five (5) years:

☐

Yes

☒

No

If "Yes", please provide the following information.

1. States involved in the judgments and/or convictions.
2. Reasons for the investigation and/or judgment.
3. Copy of the Court order, if applicable.

(A-13) Indicate if the Applicant's customers will be able to access alternative toll service providers or resellers via 1+101XXXX access.

☒

Yes

☐

No

(A-14) Is applicant willing to post a Performance Bond? Please check appropriate box(s).

☒

For Long Distance Resellers, a \$10,000 bond will be recommended for those resellers who collect advances, prepayments or deposits.

☐ Yes

☒

No

If "No", continue to question (A-15).

☐

For Local Exchange Resellers, a \$25,000 bond will be recommended.

☐ Yes

☐

No

If "No", continue to question (A-15).

☐

For Facilities-Based Providers of Long Distance, a \$100,000 bond will be recommended.

☐ Yes

☐

No

If "No", continue to question (A-15).

☐

For Facilities-Based Providers of Local Exchange, a \$100,000 bond will be recommended.

☐ Yes

☐

No

If "No", continue to question (A-15).

Note: Amounts are cumulative if the Applicant is applying for more than one type of service.

(A-15) If No to any of the above, provide the following information. Clarify and explain the Applicant's deposit policy (reference by tariff page number). Provide a detailed explanation of why the applicant's superior financial position limits any risk to Arizona consumers.

The Company will not collect any deposits or advanced payments from customers. (See tariff page 13)

(A-16) Submit copies of affidavits of publication that the Applicant has, as required, published legal notice of the Application in all counties where the services will be provided.

The Company will submit Affidavits of Publication once available.

(A-17) Indicate if the Applicant is a switchless reseller of the type of telecommunications services that the Applicant will or intends to resell in the State of Arizona:

☒

Yes

☐

No

If "Yes", provide the name of the company or companies whose telecommunications services the Applicant resells.

The Applicant will resell the services of WorldCom.

(A-18) List the States in which the Applicant has had an application approved or denied to offer telecommunications services similar to those that the Applicant will or intends to offer in the State of Arizona:

The Company is currently certified or otherwise authorized to provide the proposed services in Alabama, Arkansas, Colorado, Connecticut, Delaware, Florida, Iowa, Idaho, Indiana, Kansas, Kentucky, Louisiana, Massachusetts, Maryland, Maine, Michigan, Minnesota, Mississippi, Missouri, Montana, North Carolina, Nebraska, New Hampshire, New Jersey, New Mexico, New York, Nevada, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Dakota, Tennessee, Texas, Utah, Virginia, Vermont, Washington, Wisconsin, Wyoming, West Virginia. The Company has not been denied authority to provide service in any state.

(A-19) List the States in which the Applicant currently offers telecommunications services similar to those that the Applicant will or intends to offer in the State of Arizona.

Same as in A-18 above.

B. FINANCIAL INFORMATION

(B-1) Indicate if the Applicant has financial statements for the two (2) most recent years.

☒

Yes

☐

No

If "No," explain why and give the date on which the Applicant began operations.

(B-2) Include "Attachment D".

Provide the Applicant's financial information for the two (2) most recent years.

1. A copy of the Applicant's balance sheet.
2. A copy of the Applicant's income statement.
3. A copy of the Applicant's audit report. **None.**
4. A copy of the Applicant's retained earnings balance.
5. A copy of all related notes to the financial statements and information. **None.**

(B-3) Indicate if the Applicant will rely on the financial resources of its Parent Company, if applicable.

Not applicable.

(B-4) The Applicant must provide the following information. **See Attachment E.**

1. Provide the projected total revenue expected to be generated by the provision of telecommunications services to Arizona customers for the first twelve months following certification, adjusted to reflect the maximum rates for which the Applicant requested approval. Adjusted revenues may be calculated as the number of units sold times the maximum charge per unit.
2. Provide the operating expenses expected to be incurred during the first twelve months of providing telecommunications services to Arizona customers following certification.
3. Provide the net book value (original cost less accumulated depreciation) of all Arizona jurisdictional assets expected to be used in the provision of telecommunications service to Arizona customers at the end of the first twelve months of operation. Assets are not limited to plant and equipment. Items such as office equipment and office supplies should be included in this list.
4. If the projected value of all assets is zero, please specifically state this in your response.
5. If the projected fair value of the assets is different than the projected net book value, also provide the corresponding projected fair value amounts.

C. RESOLD LONG DISTANCE AND/OR LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

(C-1) Indicate if the Applicant has a resale agreement in operation

☒

Yes

☐

No

If "Yes", please reference the resale agreement by Commission Docket Number or Commission Decision Number.

The Company has an agreement with WorldCom to resell interexchange long distance service only. No long distance resale agreement has been filed with the Commission.

ATTACHMENT A

1. A copy of the Applicant's Certificate of Good Standing Certificate is attached.
2. A list of the names of all officers and directors is set forth below:

<u>Officers</u>	<u>Director</u>
Brian Sledz, President W229 N1433 Westwood Dr. Suite 205 Waukesha, WI 53186	✓
Timothy Sledz, Secretary W229 N1433 Westwood Dr. Suite 205 Waukesha, WI 53186	✓

3. Percentage ownership set forth below:

<u>Owner</u>	<u>Percentage</u>
Brian Sledz, President W229 N1433 Westwood Dr. Suite 205 Waukesha, WI 53186	50%
Timothy Sledz, Secretary W229 N1433 Westwood Dr. Suite 205 Waukesha, WI 53186	50%

I certify that if the applicant is an Arizona corporation, a current copy of the Articles of Incorporation is on file with the Arizona Corporation Commission and the applicant holds a Certificate of Good Standing from the Commission. If the company is a foreign corporation or partnership, I certify that the company has authority to transact business in Arizona. I certify that all appropriate city, county, and/or State agency approvals have been obtained. Upon signing of this application, I attest that I have read the Commission's rules and regulations relating to the regulations of telecommunications services (A.A.C. Title 14, Chapter 2, Article 11) and that the company will abide by Arizona state law including the Arizona Corporation Commission Rules. I agree that the Commission's rules apply in the event there is a conflict between those rules and the company's tariff, unless otherwise ordered by the Commission. I certify that to the best of my knowledge the information provided in this Application and Petition is true and correct.

Brian Sledz
(Signature of Authorized Representative)

3/8/02
(Date)

Brian Sledz
(Print Name of Authorized Representative)

President
(Title)

SUBSCRIBED AND SWORN to before me this 8th day of March, 2002

[Signature]
NOTARY PUBLIC

My Commission Expires at death

E. FACILITIES-BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

(E-1) Indicate whether the Applicant will abide by the quality of service standards that were approved by the Commission in Commission Decision Number 59241:

☐

Yes

☐

No

(E-2) Indicate whether the Applicant will provide all customers with 911 and E911 service, where available, and will coordinate with incumbent local exchange carriers ("ILECs") and emergency service providers to provide this service:

☐

Yes

☐

No

(E-3) Indicate that the Applicant's switch is "fully equal access capable" (i.e., would provide equal access to facilities-based long distance companies) pursuant to A.A.C. R14-2-1111 (A):

☐

Yes

☐

No

**D. FACILITIES-BASED LONG DISTANCE AND/OR FACILITIES BASED LOCAL EXCHANGE
TELECOMMUNICATIONS SERVICES**

(D-1) Indicate if the Applicant is currently selling facilities-based long distance telecommunications services AND/OR facilities-based local exchange telecommunications services in the State of Arizona. This item applies to an Applicant requesting a geographic expansion of their CC&N:

☐ Yes ☐ No

If "Yes," provide the following information:

1. The date or approximate date that the Applicant began selling facilities-based long distance telecommunications services AND/OR facilities-based local exchange telecommunications services for the State of Arizona.
2. Identify the types of facilities-based long distance telecommunications services AND/OR facilities-based local exchange telecommunications services that the Applicant sells in the State of Arizona.

If "No," indicate the date when the Applicant will begin to sell facilities-based long distance telecommunications AND/OR facilities-based local exchange telecommunications services in the State of Arizona:

(D-2) Check here if you wish to adopt as your petition a statement that the service has already been classified as competitive by Commission Decision:

- ☐ Decision # 64178 Resold Long Distance
- ☐ Decision # 64178 Resold LEC
- ☐ Decision # 64178 Facilities Based Long Distance
- ☐ Decision # 64178 Facilities Based LEC

STATE OF ARIZONA



Office of the CORPORATION COMMISSION

CERTIFICATE OF GOOD STANDING

To all to whom these presents shall come, greeting:

I, Brian C. McNeil, Executive Secretary of the Arizona Corporation Commission, do hereby certify that

*****NETWORK US, INC.*****

a foreign corporation organized under the laws of Illinois did obtain authority to transact business in the State of Arizona on the 5th day of January 2000.

I further certify that according to the records of the Arizona Corporation Commission, as of the date set forth hereunder, the said corporation has not had its authority revoked for failure to comply with the provisions of the Arizona Business Corporation Act; that its most recent Annual Report, subject to the provisions of A.R.S. sections 10-122, 10-123, 10-125 & 10-1622, has been delivered to the Arizona Corporation Commission for filing; and that the said corporation has not filed an Application for Withdrawal as of the date of this certificate.

This certificate relates only to the legal authority of the above named entity as of the date issued. This certificate is not to be construed as an endorsement, recommendation, or notice of approval of the entity's condition or business activities and practices.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Arizona Corporation Commission. Done at Phoenix, the Capitol, this 30th Day of September, 2002, A. D.




EXECUTIVE SECRETARY

BY: 

ATTACHMENT B

PROPOSED TARIFF

TITLE SHEET

NETWORK US, INC. d/b/a CA AFFINITY

TARIFF NO. 1

This tariff contains the description, regulations, and rates applicable to the furnishing of telecommunications services provided by Network US, Inc. d/b/a CA Affinity with principal offices located at W229 N1433 Westwood Dr., Suite 205, Waukesha, Wisconsin 53186. This tariff is on file with the Arizona Corporation Commission ("Commission"), and copies may be inspected during normal business hours at the Company's principal place of business.

ISSUED:

EFFECTIVE:

ISSUED BY:

Ann Shah, Regulatory Contact
Network US, Inc. d/b/a CA Affinity
W229 N1433 Westwood Dr., Suite 205
Waukesha, WI 53186

CHECK SHEET

All sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	21	Original
2	Original	22	Original
3	Original	23	Original
4	Original	24	Original
5	Original		
6	Original		
7	Original		
8	Original		
9	Original		
10	Original		
11	Original		
12	Original		
13	Original		
14	Original		
15	Original		
16	Original		
17	Original		
18	Original		
19	Original		
20	Original		

ISSUED:**EFFECTIVE:****ISSUED BY:**

Ann Shah, Regulatory Contact
Network US, Inc. d/b/a CA Affinity
W229 N1433 Westwood Dr., Suite 205
Waukesha, WI 53186

TABLE OF CONTENTS

Title Sheet.....	01
Check Sheet.....	02
Table of Contents.....	03
Symbols.....	04
Tariff Format.....	05
Section 1: Definitions and Abbreviations.....	06
Section 2: Rules and Regulations.....	09
Section 3: Description of Service.....	18
Section 4: Rates and Charges.....	22

ISSUED:

EFFECTIVE:

ISSUED BY:

Ann Shah, Regulatory Contact
Network US, Inc. d/b/a CA Affinity
W229 N1433 Westwood Dr., Suite 205
Waukesha, WI 53186

SYMBOLS

The following are the only symbols used for the purposes indicated below:

- D - To Signify Discontinued Rate or Regulation
- I - To Signify Rate Increase
- M - To Signify Text Moved From Another Tariff Location
- N - To Signify New Rate or Regulation
- R - To Signify Rate Reduction
- T - To Signify Change In Text, But No Change In Rate or Regulation

ISSUED:

EFFECTIVE:

ISSUED BY:

Ann Shah, Regulatory Contact
Network US, Inc. d/b/a CA Affinity
W229 N1433 Westwood Dr., Suite 205
Waukesha, WI 53186

TARIFF FORMAT

- A. **Sheet Numbering** - Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between existing sheets with whole numbers, a decimal is added. For example, a new sheet added between Sheets 14 and 15 would be Sheet 14.1.
- B. **Sheet Revision Numbers** - Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, 4th Revised Sheet 14 cancels 3rd Revised Sheet 14.
- C. **Paragraph Numbering Sequence** - This tariff contains various levels of paragraph coding. Each level of coding is subservient to its next higher level of coding. For example,
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a)
- D. **Check Sheets** - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current sheet on file with the Commission.

ISSUED:

EFFECTIVE:

ISSUED BY:

Ann Shah, Regulatory Contact
Network US, Inc. d/b/a CA Affinity
W229 N1433 Westwood Dr., Suite 205
Waukesha, WI 53186

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

1.1 Definitions:

Application for Service - A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable the carrier to provide the communication service as required.

Authorized User - A person, firm, corporation, or other entity authorized by the customer to receive or send communications.

Cancellation of Order - A customer-initiated request to discontinue processing a service order, either in part or in its entirety, prior to its completion.

Carrier - Network US, Inc. d/b/a CA Affinity, unless specifically stated otherwise.

Company - Network US, Inc. d/b/a CA Affinity, also referred to as Carrier.

Completed Calls - Completed calls are calls answered on the distance end. In the event a customer is charged for an incomplete call, the Company will issue a credit to the customer upon request.

Customer - The person, firm, corporation, or other entity which orders or uses service and is responsible by law for payment for communication service from the telephone utility.

Customer Provided Equipment - Terminal equipment provided by a customer.

Day Rate Period - 8:00 a.m. through 4:59 p.m., Monday through Friday.

Due Date - The last day for payment without unpaid amounts being subject to a late payment charge.

ISSUED:

EFFECTIVE:

ISSUED BY:

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Waukesha, WI 53186

1.1 Definitions: (continued)

Evening Rate Period - 5:00 p.m. through 10:59 p.m., Sunday through Friday.

Holidays - Carrier's recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Message - A completed telephone call by a customer or user.

Night/Weekend Rate Period - 11:00 p.m. through 7:59 a.m., every day; 8:00 a.m. through 10:59 p.m. Saturday; and 8:00 a.m. through 4:59 p.m. Sunday.

Normal Business Hours - 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

Premises - The space occupied by an individual customer in a building, in adjoining buildings occupied entirely by that customer, or on contiguous property occupied by the customer separated only by a public thoroughfare, a railroad right of way or a natural barrier.

Terminal Equipment - All telephone instruments, including pay telephone equipment, the common equipment of large and small key and PBX systems and other devices and apparatus, and associated wiring, which are intended to be connected electrically, acoustically or inductively to the telecommunication system of the telephone utility.

ISSUED:

EFFECTIVE:

ISSUED BY:

Ann Shah, Regulatory Contact
Network US, Inc. d/b/a CA Affinity
W229 N1433 Westwood Dr., Suite 205
Waukesha, WI 53186

1.2 Abbreviations:

LATA - Local Access Transport Area

LEC - Local Exchange Carrier

MTS - Message Toll Service

NSF - Non-Sufficient Funds

PBX - Private Branch Exchange

SAL - Special Access Line

V&H - Vertical and Horizontal

ISSUED:

EFFECTIVE:

ISSUED BY:

Ann Shah, Regulatory Contact
Network US, Inc. d/b/a CA Affinity
W229 N1433 Westwood Dr., Suite 205
Waukesha, WI 53186

SECTION 2 - TERMS AND CONDITIONS

2.1 Carrier Undertaking

Carrier provides long distance interexchange telephone service to customers for their direct transmission of voice, data, and other types of telecommunications.

Communications originate when the customer accesses Carrier directly or through the facilities of the local service carrier via one or more access lines, equal access or on a dial-up basis. Carrier may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Carrier network. The customer shall be responsible for all charges due for such service arrangements.

The Company's services are provided on a monthly basis unless otherwise stated in this tariff, and are available twenty-four (24) hours per day, seven (7) days per week.

2.2 Limitations on Service

- 2.2.1 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.
- 2.2.2 Carrier reserves the right to discontinue furnishing service upon written notice, when necessitated by conditions beyond its control or when the customer is using the service in violation of the provisions of this tariff or in violation of the law.
- 2.2.3 Title to any equipment provided by Carrier under these regulations remains with Carrier. Prior written permission from the company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to any such assignee or transferee.

ISSUED:

EFFECTIVE:

ISSUED BY:

Ann Shah, Regulatory Contact
Network US, Inc. d/b/a CA Affinity
W229 N1433 Westwood Dr., Suite 205
Waukesha, WI 53186

2.3 Use of Service

Service may not be used for any unlawful purposes.

The minimum period for service is one month (30 days), unless otherwise noted in the customer's service agreement.

2.4 Limitation of Liability

2.4.1 Carrier shall not be liable to any person, firm or entity for damages, either direct, indirect, consequential, special, incidental, actual, punitive, or for any other damages or for any lost profits arising out of mistakes, accidents, errors, omissions, interruptions, delays or defects in transmissions arising out of or relating to this tariff or the obligations of Carrier pursuant to this tariff, and not caused by the negligence of the carrier, commencing upon activation of service and in no event exceeding an amount equivalent to the proportionate charge to the customer for the period of service during which mistakes, accidents, errors, omissions, interruptions, delays or defects in transmission occur. Carrier makes no warranty, whether express, implied or statutory, as to the description, quality, merchantability, completeness or fitness of the service or local access, or as to any other matter, all of which warranties by Carrier are hereby excluded and disclaimed.

2.4.2 Carrier will indemnify the customer and hold it harmless for any and all loss, damage, liability or expense asserted against the customer by a third party on account of any property damage or personal injury caused by any negligence or willful misconduct of Carrier or its agents or representatives arising out of performance of any testing or other activities on the customer's premises pursuant to this tariff. Carrier's obligations under the preceding sentence shall be subject to the customer's full performance of this tariff and the customer's duty to take reasonable precautions in the location, construction, maintenance and operation of all activities, facilities and equipment for protection against hazard or injury and interference with the services provided by Carrier.

ISSUED:

EFFECTIVE:

ISSUED BY:

Ann Shah, Regulatory Contact
Network US, Inc. d/b/a CA Affinity
W229 N1433 Westwood Dr., Suite 205
Waukesha, WI 53186

2.4 Limitation of Liability (continued)

2.4.3 Carrier shall be indemnified and held harmless by the customer against:

- A. Claims for libel, slander, infringement of patent or copyright or unauthorized use of any trademark, trade name, or service mark arising out of the material, data information, or other content transmitted over the carrier's facilities; and
- B. All other claims arising out of any act or omission by the customer in connection with any service provided by Carrier.

2.4.4 Carrier shall not be liable for, and the customer indemnifies and holds Carrier harmless from, any and all loss, claims, demands, suits, or other actions, or any liability whatsoever, whether suffered, made, instituted, or asserted by the customer or by any party or persons, for a personal injury to, or death of, any person or persons, and for any loss, damage, defacement, or destruction of the premises of the customer or any other property, whether owned by the customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, condition, location, or use that is not the direct result of the carrier's negligence. No agents or employees or other carriers shall be deemed to be agents or employees of Carrier.

2.5 Interruption of Service

A credit allowance for interruptions of service which are not due to Carrier's testing or adjusting, to the negligence of the customer, or to the failure of the channels, equipment, and/or communications systems provided by the customer, are subject to the general liability provisions set forth herein. It shall be the obligation of the customer to notify Carrier of any interruption in service. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by or within the customer's control and is not in wiring or equipment connected to the Carrier terminal.

ISSUED:

EFFECTIVE:

ISSUED BY:

Ann Shah, Regulatory Contact
Network US, Inc. d/b/a CA Affinity
W229 N1433 Westwood Dr., Suite 205
Waukesha, WI 53186

2.6 Restoration of Service

The use and restoration of service in emergencies shall be in accordance with the Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations which specifies the priority system for such activities.

2.7 Customer Responsibility

2.7.1 All customers assume general responsibilities in connection with the provisions and use of Carrier's service. All customers are responsible for the following:

- A. The customer is responsible for placing orders for service, paying all charges for service rendered by Carrier and complying with all of Carrier's regulations governing the service. The customer is also responsible for assuring that its users comply with regulations.
- B. When placing an order for service, the customer must provide:
 - 1. The name(s) and address(es) of the person(s) responsible for the payment of service charges.
 - 2. The name(s), telephone number(s), and address(es) of the customer contact person(s).
- C. The customer must pay Carrier for the replacement or repair of Carrier's equipment when the damage results from:
 - 1. The negligence or willful act of the customer or user.
 - 2. Improper use of service.
 - 3. Any use of equipment or service provided by others.
- D. After receipt of payment for the damages, Carrier will cooperate with the customer in prosecuting a claim against any third party causing damage.

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2.7.2 Maintenance, Testing, and Adjustment

Upon reasonable notice, any equipment provided by Carrier shall be made available to Carrier for such tests and adjustments as may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.7.3 Deposits and Advance Payments

The company will not collect deposits or advanced payments from Arizona customers.

2.7 Customer Responsibility

2.7.4 Credit Allowance

Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided and billed for, by Carrier.

- A. Credit allowances for failure of service or equipment starts when the customer notifies Carrier of the failure or when Carrier becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify the customer.
- B. The customer shall notify Carrier of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by customer provided facilities, any act, or omission of the customer or in wiring or equipment connected to the terminal.
- C. Only those portions of the service or equipment operation disabled will be credited. No credit allowances will be made for:
 - 1. Interruptions of service resulting from Carrier performing routine maintenance;
 - 2. Interruptions of service for implementation of a customer order for a change in the service;
 - 3. Interruption caused by the negligence of the customer or his authorized user;
 - 4. Interruptions of service resulting from the failure of service or equipment due to customer-provided facilities.
 - 5. No credit shall be allowed for an interruptions of less than two hours.

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2.7 Customer Responsibility

2.7.5 Cancellation by Customer

If a customer orders services requiring special equipment and/or facilities dedicated to the customer's use and then cancels his order before the service begins, a charge will be made to the customer for the non-recoverable portions of expenditures or liabilities incurred expressly on behalf of the customer by Carrier.

2.7.6 Payment and Charges for Services

- A. Service is provided and billed on a monthly basis.
- B. Payment is due upon receipt. Payment will be considered timely if paid within 20 days after the bill is rendered. The bill shall be considered rendered when deposited in the U.S. mail with postage prepaid.
- C. In the event of a dispute concerning a bill, Customer must pay a sum equal to the amount of the undisputed portion of the bill and proceed with complaint procedures set forth in this tariff.
- D. The customer is responsible for payment of all charges for service furnished to the customer under this tariff.
- E. Customer is responsible for payment of any state and local taxes (i.e. gross receipts tax, sales tax, municipal utilities tax) which will be listed as separate line items and which are not included in the quoted rates.
- F. Customers will be charged a late payment penalty on past-due amounts.
- G. Customers will be charged a fee for each return check issued by a customer.

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2.7.7 Application of Charges

The charges for service are those charges in effect during the period in service was furnished.

2.7.8 Customer Complaint Procedure

Carrier will resolve any disputes brought to its attention as promptly and effectively as possible. Customer Service Representatives can be reach via the following toll free telephone number: 1-800-964-3863.

Any unresolved disputes may be directed to the attention of the Commission.

In the event of a dispute concerning an invoice, the customer must pay a sum equal to the amount of the undisputed portion of the bill and notify the Company of the disputed portion.

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2.8 Carrier Responsibility

2.8.1 Cancellation Credit

Where Carrier cancels a service or the provision of equipment and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th of the monthly recurring charge for each day the service was rendered or the equipment was provided. This credit will be issued to the customer or applied against the balance remaining on the customer's account.

2.8.2 Disconnection of Service by Carrier

Carrier, upon 5 days written notice to the customer, may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

- A. Non-payment of any sum due to Carrier for service for more than twenty days beyond the date of rendition of the bill for such service;
- B. A violation of any regulation governing the service under this tariff;
- C. A violation of any law, rule, or regulation of any government authority having jurisdiction over the service; or
- D. Carrier is prohibited from furnishing services by order of a court or other government authority having jurisdiction.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES

3.1 Timing of Calls

The customer's monthly usage charges for Carrier service are based upon the total number of minutes the customer uses and service options subscribed to. Chargeable time begins when the connection is established between the calling station and the called station or PBX. Chargeable time ends when either party "hangs up."

There are no charges incurred if a call is not completed.

3.2 Start of Billing

For billing purposes, the start of service is the day first day on which service is available for use by the customer. The end of service date is the last day on which service was provided by the Carrier after notification of cancellation.

3.3 Interconnection

Service furnished by Carrier may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Carrier. Service furnished by Carrier is not part of a joint undertaking with such other carriers. Any special interface equipment of Carrier and other participating carriers shall be provided at the customer's expense.

Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of other carriers' tariffs. The customer is responsible for taking all necessary legal steps for interconnecting his customer - provided terminal equipment or communications systems with Carrier's. The customer shall secure all licenses, permits, right-of-ways, and other arrangements necessary for such interconnection.

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3.5 Calculation of Distance

Usage charges for any mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The company uses the rate centers and associated vertical and horizontal coordinates that are generally accepted within the industry.

Formula:
$$\frac{\sqrt{(V1 - V2)^2 + (H1 - H2)^2}}{10}$$

3.6 Minimum Call Completion Rate

The customer can expect a call completion rate of 99% of calls attempted during peak use periods.

3.7 Special Services

A Special Service is a request by a customer for a service which has no prescribed rate in this tariff. Special Service charges will be developed on an individual case basis and filed in this tariff.

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3.8 Service Offerings

The Carrier provides the following services:

3.8.1 Message Toll Service (MTS)

Outgoing long distance service whereby the customer accesses the Company's underlying carrier's network on an equal access or dial-up basis.

In non-equal access areas, the customer will gain access to the Carrier's network by dialing a 101XXXX access code which will be provided by the Company.

3.8.2 Inbound Service (800/888)

Inbound service is virtual banded inbound toll service which permits calls to be completed at the subscriber's location without charge to the calling party. Access to the service is gained by dialing a ten digit telephone number which terminates at the customer's location. Inbound services originate via normal shared use facilities and are terminated via the customers' local exchange service access line.

The Company will accept a prospective inbound service customer's request for up to ten (10) 800/888 telephone numbers and will reserve such number(s) on a first come first serve basis. All requests for number reservations must be made in writing, dated and signed by a responsible representative of the customer. Carrier does not guarantee the availability of number(s) until assigned. The number(s) requested, if available, will be reserved for and furnished to the eligible customer.

If a customer who has received a number does not subscribe to inbound service within 90 days, the company reserves the right to make the assigned number(s) available for use by another customer.

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3.8.3 Travel Card Service

Allows subscribers who are away from home or office to place calls by gaining access to the network via an 800 number and personal identification number (PIN) issued by the company.

3.8.4 Directory Assistance

The Company will provide requesting customers with listed telephone numbers at a per call charge.

3.8.5 Operator Service

Operator Assisted Services are provided by and billed by the Company's underlying carrier.

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SECTION 4 - RATES AND CHARGES

4.1. Usage Charges and Billing Increments

4.1.1 Usage Charges

Usage charges are either flat rated or are determined by the time of day rate periods and minutes of use within each rate period. The rate period is determined by the time and day of call origination at the customer's location.

4.1.2 Billing Increments

Billing increments are specifically stated in the product rate sections below.

4.1.3 Rounding

All partial usage will be rounded up to the next highest billing increment set forth for the applicable product. Any partial cents will be rounded up to the next highest whole cent.

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4.2 Maximum Outbound MTS Service Rates

- A. Maximum Rate: \$0.30 per minute.
- B. Usage is billed in whole minute increments with a two minute minimum.

4.4 Maximum Inbound 800/888 Rates

- A. Maximum Rate: \$0.30 per minute.
- B. Usage is billed in whole minute increments with a two minute minimum.

4.5 Maximum Travel Card Service Rates

- A. Maximum Rate: \$1.00 per minute.
- B. Usage is billed in whole minute increments with a two minute minimum.
- C. Maximum Per Call Surcharge: \$1.00

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4.6 Maximum Dishonored Check Charge

All customers issuing dishonored check(s) will be charged a fee for each dishonored check issued to the company in an amount not to exceed \$20.00.

The charge will be applied to the customer's monthly billing, in addition to any other charges which may apply under this tariff.

Payment rendered by check, which is subsequently dishonored, shall not constitute payment until such time as repayment is made by valid means.

4.7 Maximum Directory Assistance Charge

Maximum charge of \$1.00 per call.

4.8 Late Payment Penalty

Customers will be charged 1.5% of any amounts owed to the Company beyond the due date as set forth within this tariff.

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4.9 Presubscribed Interexchange Carrier Charge (PICC)

A monthly Federal PICC shall be charged to each telephone number that is presubscribed to carrier per FCC guidelines.

4.10 Universal Service Fund Charge

A monthly Federal Universal Service Fund tax shall be added to each bill based upon the total billed revenues.

4.11 Pay Telephone (Payphone) Surcharge

A \$0.25 surcharge shall be assessed for each call made from a pay telephone to an 800 number or using a travel card and dialing the carrier prefix in the form 101XXXX. Although collected on the customer's bill, this charge is reimbursed to pay telephone service provider.

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Interexchange Services Price List

CURRENT PRICE LIST

SCHEDULE #1:

4.10 Switched Rate Plan AP1-AP8 (Residential and Commercial)

Outbound and Inbound Service.

Per minute charges: \$0.155 (24 hours per day)

Monthly Minimum: \$15.00

Monthly 800 toll free charge: \$2.00 per month

Offers special rates to and/or from Hawaii, Canada, Alaska, Puerto Rico and US Virgin Islands.

4.11 Switched Rate Plan TLAP1-AP8 (Residential and Commercial)

Outbound and Inbound Service.

Per minute charges: \$0.119 (24 hours per day)

Monthly Minimum: \$15.00

Monthly 800 toll free charge: \$2.00 per month

Offers special rates to and/or from Hawaii, Canada, Alaska, Puerto Rico and US Virgin Islands, and other international destinations.

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Interexchange Services Price List

CURRENT PRICE LIST

SCHEDULE #3:

Directory Assistance

\$0.85 per call.

SCHEDULE #4:

Late Payment Penalty

1.5% of any amounts owed to the Company beyond the due date.

SCHEDULE #5:

Dishonored Check Charge

\$15.00 per dishonored check.

ISSUED:

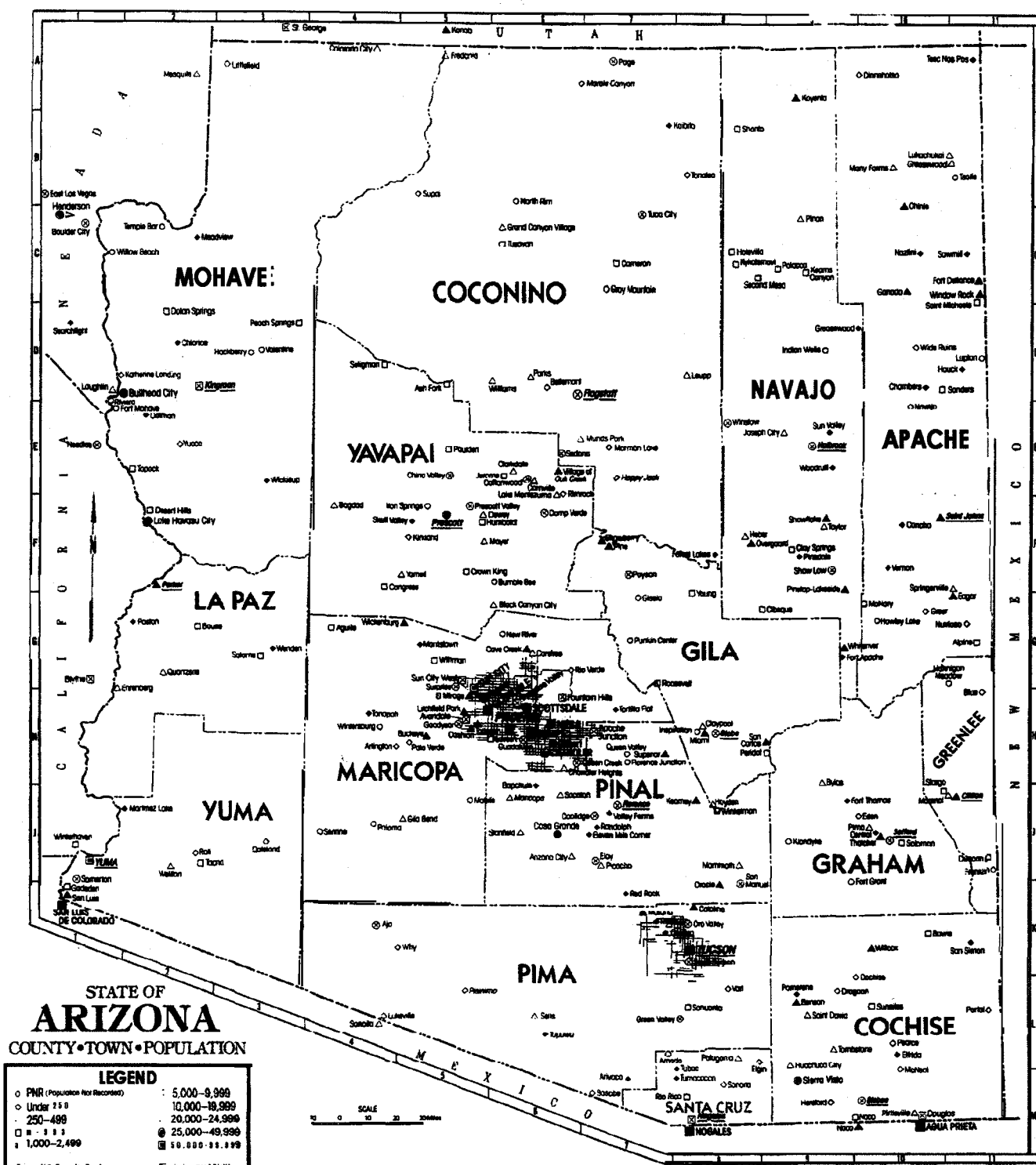
EFFECTIVE:

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ATTACHMENT C

STATEWIDE MAP



WASHOE COUNTY		GILA COUNTY		LA PAZ COUNTY		PIMA COUNTY		PINAL COUNTY		YUMA COUNTY		COUNTY POPULATIONS	
1980	1990	1980	1990	1980	1990	1980	1990	1980	1990	1980	1990	1980	1990
1,234,567	1,345,678	234,567	245,678	345,678	356,789	456,789	467,890	567,890	578,901	678,901	689,012	789,012	890,123
1,345,678	1,456,789	245,678	256,789	356,789	367,890	467,890	478,901	578,901	589,012	689,012	700,123	800,234	901,345
1,456,789	1,567,890	256,789	267,890	367,890	378,901	478,901	489,012	589,012	600,123	700,123	711,234	811,345	912,456
1,567,890	1,678,901	267,890	278,901	378,901	389,012	489,012	500,123	600,123	611,234	711,234	722,345	822,456	923,567
1,678,901	1,789,012	278,901	289,012	389,012	400,123	500,123	511,234	611,234	622,345	722,345	733,456	833,567	934,678
1,789,012	1,890,123	289,012	300,123	400,123	411,234	511,234	522,345	622,345	633,456	733,456	744,567	844,678	945,789
1,890,123	1,901,234	300,123	311,234	411,234	422,345	522,345	533,456	633,456	644,567	744,567	755,678	855,789	956,890
1,901,234	2,012,345	311,234	322,345	422,345	433,456	533,456	544,567	644,567	655,678	755,678	766,789	866,890	967,901
2,012,345	2,123,456	322,345	333,456	433,456	444,567	544,567	555,678	655,678	666,789	766,789	777,890	877,901	978,012
2,123,456	2,234,567	333,456	344,567	444,567	455,678	555,678	566,789	666,789	677,890	777,890	788,901	888,012	989,123
2,234,567	2,345,678	344,567	355,678	455,678	466,789	566,789	577,890	677,890	688,901	788,901	799,012	899,123	990,234
2,345,678	2,456,789	355,678	366,789	466,789	477,890	577,890	588,901	688,901	699,012	799,012	800,123	900,234	1,001,345
2,456,789	2,567,890	366,789	377,890	477,890	488,901	588,901	599,012	699,012	700,123	800,123	811,234	911,345	1,012,456
2,567,890	2,678,901	377,890	388,901	488,901	499,012	599,012	600,123	700,123	711,234	811,234	822,345	922,456	1,023,567
2,678,901	2,789,012	388,901	400,123	499,012	500,123	600,123	611,234	711,234	722,345	822,345	833,456	933,567	1,034,678
2,789,012	2,890,123	400,123	411,234	500,123	511,234	611,234	622,345	722,345	733,456	833,456	844,567	944,678	1,045,789
2,890,123	2,901,234	411,234	422,345	511,234	522,345	622,345	633,456	733,456	744,567	844,567	855,678	955,789	1,056,890
2,901,234	3,012,345	422,345	433,456	522,345	533,456	633,456	644,567	744,567	755,678	855,678	866,789	966,890	1,067,901
3,012,345	3,123,456	433,456	444,567	533,456	544,567	644,567	655,678	755,678	766,789	866,789	877,890	977,901	1,078,012
3,123,456	3,234,567	444,567	455,678	544,567	555,678	655,678	666,789	766,789	777,890	877,890	888		

ATTACHMENT D

FINANCIAL INFORMATION

NETWORK US, INC
BALANCE SHEET
AS OF 12/31/01

ASSETS

Current Assets

Cash		\$227,987.57
Accounts Receivable	914,416.90	
Allowance for Bad Debts	(16,514.97)	
Accounts Receivable - Net		897,901.93
Accounts Receivable - Other		0.00
Prepaid Expenses		6,937.78
Total Current Assets		1,132,827.28

Long Term Assets

Property & Equipment	221,195.00	
Accumulated Depreciation	(44,375.11)	
Goodwill	323,473.48	
Accum. Amortization Goodwill	(19,767.77)	
Other Assets	6,865.28	
Total Long Term Assets		487,390.88

Total Assets	\$1,620,218.16
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LIABILITIES & EQUITY

Current Liabilities

Accounts Payable - Trade	\$242,194.10
Due To / (From) Connect America	(484,317.15)
Sales & Excise Taxes Payable	538,514.14
Payroll Tax Payable	0.00
Accrued Expenses & Other Current Liabilities	86,591.31
Total Current Liabilities	382,982.40

Non Current Liabilities

Notes Payable - Finova	0.00
Notes Payable - Officers	1,019,166.67
Other Non Current Liabilities	0.00
Total Liabilities	1,402,149.07

Owners' Equity

Common Stock	0.00
Capital in Excess of Par	1,000.00
Retained Earnings	0.00
Current Year Income	217,069.09
Total Stockholders' Equity	218,069.09

Total Liabilities & Equity	\$1,620,218.16
---------------------------------------	-----------------------

NETWORK US, INC
PROFIT & LOSS STATEMENT
FOR THE YEAR ENDING DECEMBER 31, 2001

Sales - Long Distance	\$4,578,010.15
Sales - Local	273,467.18
Sales - Conf Calling	13,742.28
Sales - PC / Inet / Package	40,621.20
Other Revenue	1,247.00
Discounts	(166,437.47)
Net Sales	<u>4,740,650.34</u>
COS - LD	2,190,885.73
COS - Local	258,290.15
COS - Conference Calling	13,814.71
COS - PC / Inet / Package	9,375.93
Cost of Sales	<u>2,472,366.52</u>
Gross Profit	2,268,283.82
Operating Expenses	
Advertising & Promotion	15,151.62
Bad Debt Expense	47,341.66
Bank Fees	32,274.42
Billing Expense	81,617.20
Building Rent	70,219.69
Collection Expense	1,401.41
Commission Expense	216,313.97
Customer Refunds	4,412.08
Employee Benefits	64,757.18
Equipment Rent	43,083.41
Insurance	2,500.06
Licenses & Fees	25,593.51
Outside Services	28,657.39
Postage & Delivery	73,450.27
Professional Services	167,318.83
Recruiting Expense	2,778.15
Repairs & Maintenance	7,372.53
Royalties	216,313.97
Salaries & Wages	661,793.86
Supplies	13,683.10
Switch Fees	57,163.02
Taxes	55,642.44
Temporary Labor	9,636.80
Travel & Entertainment	1,483.61
Utilities	7,782.13
Other Operating Expenses	<u>3,185.09</u>
Total Operating Expenses	<u>1,910,927.40</u>
Net Operating Income (Loss)	357,356.42
Other Income (Expense)	
Depreciation & Amortization	(64,142.88)
Other Income	4,220.23
Interest Expense	(73,004.51)
Other Expenses	<u>(7,360.17)</u>
Total Other Income (Expense)	(140,287.33)
Net Income (Loss)	<u><u>\$217,069.09</u></u>

NETWORK US, INC
BALANCE SHEET
AS OF 12/31/00

ASSETS

Current Assets

Cash	6,065.53
Accounts Receivable	
Subscription Receivable	2,000.00
Trade Accounts Receivable - Net	239,648.51
Other Current Assets	
Security Deposits	40,000.00

Total Current Assets 287,714.04

Total Assets 287,714.04

LIABILITIES & EQUITY

Current Liabilities

Accounts Payable 239,648.51

Total Current Liabilities 239,648.51

Total Liabilities 239,648.51

Equity

Opening Bal Equity	50,000.00
Retained Earnings	(353.31)
Current Year Income	(3,581.16)
Common Stock	2,000.00

Total Stockholders' Equity 48,065.53

Total Liabilities & Equity 287,714.04

NETWORK US, INC
PROFIT & LOSS STATEMENT
FOR THE YEAR ENDING DECEMBER 31, 2000

Revenue/Sales	<u>951,877.59</u>
Total Income	951,877.59
Carrier Costs - COGS	931,859.05
Carrier - COGS - Internet	18,238.84
Organized Cost	<u>5,000.00</u>
Cost of Sales	955,097.89
Gross Profit	(3,220.30)
Operating Expenses	
Bank Service Charges	288.86
Postage & Delivery	<u>72.00</u>
Total Operating Expenses	<u>360.86</u>
Net Income	<u><u>(3,581.16)</u></u>

ATTACHMENT E

RESPONSE TO SECTION B-4

1. Provide the projected total revenue expected to be generated by the provision of telecommunications services to Arizona customers for the first twelve months following certification, adjusted to reflect the maximum rates for which the Applicant requested approval. Adjusted revenues may be calculated as the number of units sold times the maximum charge per unit.

See Attachment.

2. Provide the operating expenses expected to be incurred during the first twelve months of providing telecommunications services to Arizona customers following certification.

See Attachment.

3. Provide the net book value (original cost less accumulated depreciation) of all Arizona jurisdictional assets expected to be used in the provision of telecommunications service to Arizona customers at the end of the first twelve months of operation. Assets are not limited to plant and equipment. Items such as office equipment and office supplies should be included in this list.

The net book value of all Arizona jurisdictional assets is expected to be zero.

4. If the projected value of all assets is zero, please specifically state this in your response.

See response to Section 3 above.

5. If the projected fair value of the assets is different than the projected net book value, also provide the corresponding projected fair value amounts.

Not applicable.

Projected Revenue for the First 12 Months Following Certification

Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
\$1,640	\$1,673	\$1,706	\$1,740	\$1,775	\$1,811	\$1,847	\$1,884	\$1,922	\$1,960	\$1,999	\$2,039

Total:

\$21,996

Expected Operating Expenses for the First 12 Months Following Certification

\$1,368	\$1,395	\$1,423	\$1,451	\$1,480	\$1,510	\$1,540	\$1,571	\$1,603	\$1,635	\$1,667	\$1,700
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Total:

\$18,343